

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF OHIO
EASTERN DIVISION**

STATE OF OHIO, <i>ex rel.</i> ,)	CASE NO. 1:11-CV-02474
DAVID P. JOYCE,)	
)	JUDGE JAMES GWIN
Plaintiff,)	
)	ANSWER OF DEFENDANT SUNTRUST
vs.)	MORTGAGE, INC. TO PLAINTIFF'S
)	AMENDED COMPLAINT
MERSCORP, INC., <i>et. al.</i> ,)	
)	
Defendants.)	

For its Answer to the Amended Class Action Complaint (the “Complaint”) of Plaintiff Geauga County (“Plaintiff”), Defendant SunTrust Mortgage, Inc. (“SunTrust”) states as follows:

1. SunTrust denies the allegations contained in Paragraph 1 of Plaintiff's Complaint.
2. SunTrust denies the allegations contained in Paragraph 2 of Plaintiff's Complaint.
3. SunTrust denies the allegations contained in Paragraph 3 of Plaintiff's Complaint.
4. SunTrust denies the allegations contained in Paragraph 4 of Plaintiff's Complaint.
5. SunTrust denies the allegations contained in Paragraph 5 of Plaintiff's Complaint.
6. SunTrust denies the allegations contained in Paragraph 6 of Plaintiff's Complaint.
7. SunTrust admits the allegations contained in Paragraph 7 of Plaintiff's Complaint.

8. SunTrust denies the allegations contained in Paragraph 8 of Plaintiff's Complaint. Further answering, SunTrust states that this action was properly removed to this Court on the basis of diversity subject matter jurisdiction pursuant to 28 U.S.C. § 1332.

9. SunTrust admits the allegations contained in Paragraph 9 of Plaintiff's Complaint insofar as the same pertain to it and the US District Court of Ohio, Northern District of Ohio. With respect to the remaining allegations in Paragraph 9 of Plaintiff's Complaint, SunTrust is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

10. In response to Paragraph 10 of Plaintiff's Complaint, SunTrust admits Plaintiff brought this action and is located in the State of Ohio. Further answering, SunTrust denies the remaining allegations contained in Paragraph 10 of Plaintiff's Complaint.

11. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 11 of Plaintiff's Complaint, and therefore denies the same.

12. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 12 of Plaintiff's Complaint, and therefore denies the same.

13. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 13 of Plaintiff's Complaint, and therefore denies the same.

14. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 14 of Plaintiff's Complaint, and therefore denies the same.

15. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 15 of Plaintiff's Complaint, and therefore denies the same.

16. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 16 of Plaintiff's Complaint, and therefore denies the same.

17. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 17 of Plaintiff's Complaint, and therefore denies the same.

18. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 18 of Plaintiff's Complaint, and therefore denies the same.

19. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 19 of Plaintiff's Complaint, and therefore denies the same.

20. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 20 of Plaintiff's Complaint, and therefore denies the same.

21. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 21 of Plaintiff's Complaint, and therefore denies the same.

22. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 22 of Plaintiff's Complaint, and therefore denies the same.

23. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 23 of Plaintiff's Complaint, and therefore denies the same.

24. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 24 of Plaintiff's Complaint, and therefore denies the same.

25. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 25 of Plaintiff's Complaint, and therefore denies the same.

26. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 26 of Plaintiff's Complaint, and therefore denies the same.

27. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 27 of Plaintiff's Complaint, and therefore denies the same.

28. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 28 of Plaintiff's Complaint, and therefore denies the same.

29. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 29 of Plaintiff's Complaint, and therefore denies the same.

30. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 30 of Plaintiff's Complaint, and therefore denies the same.

31. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 31 of Plaintiff's Complaint, and therefore denies the same.

32. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 32 of Plaintiff's Complaint, and therefore denies the same.

33. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 33 of Plaintiff's Complaint, and therefore denies the same.

34. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 34 of Plaintiff's Complaint, and therefore denies the same.

35. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 35 of Plaintiff's Complaint, and therefore denies the same.

36. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 36 of Plaintiff's Complaint, and therefore denies the same.

37. SunTrust admits it is a Virginia Corporation with its principal place of business in Richmond, Virginia. SunTrust denies the allegations contained in Paragraph 37 of Plaintiff's Complaint.

38. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 38 of Plaintiff's Complaint, and therefore denies the same.

39. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 39 of Plaintiff's Complaint, and therefore denies the same.

40. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 40 of Plaintiff's Complaint, and therefore denies the same.

41. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 41 of Plaintiff's Complaint, and therefore denies the same.

42. SunTrust denies the allegations contained in Paragraph 42 of Plaintiff's Complaint.

43. SunTrust denies the allegations contained in Paragraph 43 of Plaintiff's Complaint.

44. SunTrust denies the allegations contained in Paragraph 44 of Plaintiff's Complaint.

45. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 45 of Plaintiff's Complaint, and therefore denies the same.

46. SunTrust denies the allegations contained in Paragraph 46 of Plaintiff's Complaint.

47. SunTrust admits the allegations contained in Paragraph 47 of Plaintiff's Complaint.

48. SunTrust denies the allegations contained in Paragraph 48 of Plaintiff's Complaint.

49. SunTrust denies the allegations contained in Paragraph 49 of Plaintiff's Complaint.

50. SunTrust admits it has originated mortgage loans with consumers but denies the remainder of the allegations contained in Paragraph 50 of Plaintiff's Complaint.

51. SunTrust denies the allegations contained in Paragraph 51 of Plaintiff's Complaint.

52. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 52 of Plaintiff's Complaint, and therefore denies the same.

53. SunTrust denies the allegations contained in Paragraph 53 of Plaintiff's Complaint.

54. SunTrust denies the allegations contained in Paragraph 54 of Plaintiff's Complaint insofar as the same pertain to it. With respect to the remaining allegations in Paragraph 54 of Plaintiff's Complaint, SunTrust is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

55. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 55 of Plaintiff's Complaint, and therefore denies the same.

56. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 56 of Plaintiff's Complaint, and therefore denies the same.

57. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 57 of Plaintiff's Complaint, and therefore denies the same.

58. SunTrust denies the allegations contained in Paragraph 58 of Plaintiff's Complaint as the same pertain to it. With respect to the remaining allegations in Paragraph 58 of Plaintiff's Complaint, SunTrust is without knowledge or information sufficient to form a belief as to the truth of those allegations, and therefore denies the same.

59. SunTrust denies the allegations contained in Paragraph 59 of Plaintiff's Complaint.

60. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 60 of Plaintiff's Complaint, and therefore denies the same.

61. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 61 of Plaintiff's Complaint, and therefore denies the same.

62. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 62 of Plaintiff's Complaint, and therefore denies the same.

63. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 63 of Plaintiff's Complaint, and therefore denies the same.

64. SunTrust denies the allegations contained in Paragraph 64 of Plaintiff's Complaint.

65. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 65 of Plaintiff's Complaint, and therefore denies the same.

66. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 66 of Plaintiff's Complaint, and therefore denies the same.

67. SunTrust denies the allegations contained in Paragraph 67 of Plaintiff's Complaint.

68. SunTrust denies the allegations contained in Paragraph 68 of Plaintiff's Complaint.

69. SunTrust denies the allegations contained in Paragraph 69 of Plaintiff's Complaint.

70. SunTrust denies the allegations contained in Paragraph 70 of Plaintiff's Complaint.

71. SunTrust denies the allegations contained in Paragraph 71 of Plaintiff's Complaint.

72. SunTrust denies the allegations contained in Paragraph 72 of Plaintiff's Complaint.

73. SunTrust denies the allegations contained in Paragraph 73 of Plaintiff's Complaint.

74. SunTrust denies the allegations contained in Paragraph 74 of Plaintiff's Complaint.

75. SunTrust denies the allegations contained in Paragraph 75 of Plaintiff's Complaint.

76. SunTrust denies the allegations contained in Paragraph 76 of Plaintiff's Complaint.

77. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 77 of Plaintiff's Complaint, and therefore denies the same.

78. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 78 of Plaintiff's Complaint, and therefore denies the same.

79. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 79 of Plaintiff's Complaint, and therefore denies the same.

80. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 80 of Plaintiff's Complaint, and therefore denies the same.

81. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 81 of Plaintiff's Complaint, and therefore denies the same.

82. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 82 of Plaintiff's Complaint, and therefore denies the same.

83. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 83 of Plaintiff's Complaint, and therefore denies the same.

84. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 84 of Plaintiff's Complaint, and therefore denies the same.

85. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 85 of Plaintiff's Complaint, and therefore denies the same.

86. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 86 of Plaintiff's Complaint, and therefore denies the same.

87. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 87 of Plaintiff's Complaint, and therefore denies the same.

88. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 88 of Plaintiff's Complaint, and therefore denies the same.

89. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 89 of Plaintiff's Complaint, and therefore denies the same.

90. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 90 of Plaintiff's Complaint, and therefore denies the same.

91. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 91 of Plaintiff's Complaint, and therefore denies the same.

92. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 92 of Plaintiff's Complaint, and therefore denies the same.

93. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 93 of Plaintiff's Complaint, and therefore denies the same.

94. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 94 of Plaintiff's Complaint, and therefore denies the same.

95. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in Paragraph 95 of Plaintiff's Complaint, and therefore denies the same.

1. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 1 of Plaintiff's Complaint,¹ and therefore denies the same.

2. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 2 of Plaintiff's Complaint, and therefore denies the same.

3. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 3 of Plaintiff's Complaint, and therefore denies the same.

4. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 4 of Plaintiff's Complaint, and therefore denies the same.

5. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 5 of Plaintiff's Complaint, and therefore denies the same.

¹ Plaintiff restarted its number scheme at Paragraph 96 of the Amended Complaint. To stay consistent with and to avoid confusion, SunTrust is responding to the Amended Complaint as it is numbered.

6. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 6 of Plaintiff's Complaint, and therefore denies the same.

7. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 7 of Plaintiff's Complaint, and therefore denies the same.

8. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 8 of Plaintiff's Complaint, and therefore denies the same.

9. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 9 of Plaintiff's Complaint, and therefore denies the same.

10. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 10 of Plaintiff's Complaint, and therefore denies the same.

11. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 11 of Plaintiff's Complaint, and therefore denies the same.

12. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 12 of Plaintiff's Complaint, and therefore denies the same.

13. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 13 of Plaintiff's Complaint, and therefore denies the same.

14. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 14 of Plaintiff's Complaint, and therefore denies the same.

15. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 15 of Plaintiff's Complaint, and therefore denies the same.

16. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 16 of Plaintiff's Complaint, and therefore denies the same.

17. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 17 of Plaintiff's Complaint, and therefore denies the same.

18. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 18 of Plaintiff's Complaint, and therefore denies the same.

19. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 19 of Plaintiff's Complaint, and therefore denies the same.

20. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 20 of Plaintiff's Complaint, and therefore denies the same.

21. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 21 of Plaintiff's Complaint, and therefore denies the same.

22. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 22 of Plaintiff's Complaint, and therefore denies the same.

23. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 23 of Plaintiff's Complaint, and therefore denies the same.

24. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 24 of Plaintiff's Complaint, and therefore denies the same.

25. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 25 of Plaintiff's Complaint, and therefore denies the same.

26. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 26 of Plaintiff's Complaint, and therefore denies the same.

27. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 27 of Plaintiff's Complaint, and therefore denies the same.

28. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 28 of Plaintiff's Complaint, and therefore denies the same.

29. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 29 of Plaintiff's Complaint, and therefore denies the same.

30. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 30 of Plaintiff's Complaint, and therefore denies the same.

31. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 31 of Plaintiff's Complaint, and therefore denies the same.

32. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 32 of Plaintiff's Complaint, and therefore denies the same.

33. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 33 of Plaintiff's Complaint, and therefore denies the same.

34. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 34 of Plaintiff's Complaint, and therefore denies the same.

35. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 35 of Plaintiff's Complaint, and therefore denies the same.

36. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 36 of Plaintiff's Complaint, and therefore denies the same.

37. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 37 of Plaintiff's Complaint, and therefore denies the same.

38. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 38 of Plaintiff's Complaint, and therefore denies the same.

39. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 39 of Plaintiff's Complaint, and therefore denies the same.

40. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 40 of Plaintiff's Complaint, and therefore denies the same.

41. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 41 of Plaintiff's Complaint, and therefore denies the same.

42. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 42 of Plaintiff's Complaint, and therefore denies the same.

43. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 43 of Plaintiff's Complaint, and therefore denies the same.

44. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 44 of Plaintiff's Complaint, and therefore denies the same.

45. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 45 of Plaintiff's Complaint, and therefore denies the same.

46. SunTrust admits it originated a mortgage loan in the amount of \$113,600, which was secured by an interest in the real property located at 10818 Henning Dr., Chardon, Ohio 44024, and that mortgage loan was recorded in the Geauga County Recorder's Office on February 24, 2006. As to the remaining allegations contained in the second Paragraph 46 of Plaintiff's Complaint, SunTrust states that the document referred to speaks for itself and denies any mischaracterizations or misstatements of that document.

47. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 47 of Plaintiff's Complaint, and therefore denies the same.

48. SunTrust denies the allegations contained in the second Paragraph 48 of Plaintiff's Complaint.

49. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 49 of Plaintiff's Complaint, and therefore denies the same.

50. SunTrust denies the allegations contained in the second Paragraph 50 of Plaintiff's Complaint.

51. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 51 of Plaintiff's Complaint, and therefore denies the same.

52. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 52 of Plaintiff's Complaint, and therefore denies the same.

53. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 53 of Plaintiff's Complaint, and therefore denies the same.

54. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 54 of Plaintiff's Complaint, and therefore denies the same.

55. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 55 of Plaintiff's Complaint, and therefore denies the same.

56. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 56 of Plaintiff's Complaint, and therefore denies the same.

57. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 57 of Plaintiff's Complaint, and therefore denies the same.

58. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 58 of Plaintiff's Complaint, and therefore denies the same.

59. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 59 of Plaintiff's Complaint, and therefore denies the same.

60. SunTrust admits Plaintiff purports to bring a class action but denies such an action is proper and denies the remainder of the allegations contained in the second Paragraph 60 of Plaintiff's Complaint.

61. SunTrust denies the allegations contained in the second Paragraph 61 of Plaintiff's Complaint.

62. SunTrust denies the allegations contained in the second Paragraph 62 of Plaintiff's Complaint.

63. SunTrust denies the allegations contained in the second Paragraph 63 of Plaintiff's Complaint.

64. SunTrust denies the allegations contained in the second Paragraph 64 of Plaintiff's Complaint.

65. SunTrust is without knowledge or information sufficient to form a belief as to the truth of the allegations contained in the second Paragraph 65 of Plaintiff's Complaint, and therefore denies the same.

66. SunTrust denies the allegations contained in the second Paragraph 66 of Plaintiff's Complaint.

67. SunTrust denies the allegations contained in the second Paragraph 67 of Plaintiff's Complaint.

FIRST CAUSE OF ACTION
DECLARATORY JUDGMENT AND INJUNCTION
AGAINST ALL DEFENDANTS

68. SunTrust denies the allegations contained in the second Paragraph 68 of Plaintiff's Complaint.

69. In the second Paragraph 69 of Plaintiff's Complaint, Plaintiff purports to make requests for relief. In response to Plaintiff's requests SunTrust denies Plaintiff is entitled to such relief from SunTrust.

70. In the second Paragraph 70 of Plaintiff's Complaint, Plaintiff purports to make requests for relief. In response to Plaintiff's requests SunTrust denies Plaintiff is entitled to such relief from SunTrust.

SECOND CAUSE OF ACTION
UNJUST ENRICHMENT AGAINST ALL DEFENDANTS

71. SunTrust denies the allegations contained in the second Paragraph 71 of Plaintiff's Complaint.

72. SunTrust denies the allegations contained in the second Paragraph 72 of Plaintiff's Complaint.

73. In the second Paragraph 73 of Plaintiff's Complaint, Plaintiff purports to make requests for relief. In response to Plaintiff's requests SunTrust denies Plaintiff is entitled to such relief from SunTrust.

THIRD CAUSE OF ACTION
CIVIL CONSPIRACY AGAINST ALL DEFENDANTS

74. SunTrust denies the allegations contained in the second Paragraph 74 of Plaintiff's Complaint.

75. SunTrust denies the allegations contained in the second Paragraph 75 of Plaintiff's Complaint.

76. SunTrust denies the allegations contained in the second Paragraph 76 of Plaintiff's Complaint.

77. SunTrust denies the allegations contained in the second Paragraph 77 of Plaintiff's Complaint.

PRAYER FOR RELIEF

In response to the paragraphs of the Complaint entitled "Prayer for Relief," SunTrust denies any and all allegations under subparagraphs B² through I and denies Plaintiff is entitled to the relief it requests.

² SunTrust points out that subpart A is missing from the Amended Complaint.

AFFIRMATIVE DEFENSES/DEFENSES

1. The Complaint fails to state any claims against SunTrust upon which this Court may grant relief.

2. Plaintiff's injuries and/or damages and/or expenses, if any, were the direct and proximate result of the acts, omissions, negligence, fault or breach of persons and/or parties other than SunTrust that caused or contributed to cause all, or a portion, of the claimed damages or liability, barring recovery or liability against SunTrust in whole or in part.

3. Plaintiff's injuries and/or expenses, if any were caused solely by the superseding, intervening acts and conduct of Plaintiff and/or other persons or parties, which intervened between the alleged acts and conduct of SunTrust and the claimed damages or liability, barring recovery or liability against SunTrust in whole or in part.

4. Plaintiff's claims are barred, in whole or in part, by the application of the doctrines of ratification, waiver, estoppel, clean hands, and other equitable doctrines.

5. Plaintiff's claims are barred, in whole or in part, because Plaintiff failed to mitigate its alleged damages.

6. Plaintiff's claims are barred, in whole or in part, because Plaintiff has consented or acquiesced to SunTrust's alleged acts or omissions.

7. Plaintiff's claims are barred, in whole or in part, because Plaintiff would be unjustly enriched if allowed to recover under the Complaint.

8. Plaintiff's claims are barred, in whole or in part, by the applicable statute of limitations.

9. Plaintiff's claims are barred, in whole or in part by the application of the doctrine of laches, preemption, and privilege.

10. Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks standing to bring the claims asserted in the Complaint.

11. Plaintiff's claims are barred, in whole or in part, because Plaintiff lacks authority to bring the claims asserted in the Complaint.

12. Plaintiff's claims are barred, in whole or in part, because the statutes in which Plaintiff relies on do not create a private right of action under Ohio law.

13. Plaintiff's claims are barred, in whole or in part, because the statutes in which Plaintiff relies on do not permit recovery for the types of alleged injuries that Plaintiff asserts in the Complaint.

14. Plaintiff's claims for damages are barred, in whole or in part, because Plaintiff is not permitted to recover money damages for services which it never rendered.

15. SunTrust incorporates by reference the defenses stated in the Motion to Dismiss and Memorandum of Law in Support of the Motion to Dismiss filed by the Defendants to this action (ECF No. [117](#)).

16. SunTrust reserves the right to assert any and all affirmative defenses that may develop during the course of this matter, via discovery or otherwise.

WHEREFORE, Defendant SunTrust Mortgage, Inc. respectfully requests that the Complaint against it be dismissed at Plaintiff's cost and that it be entitled to any and all relief allowed by law.

Respectfully submitted,

/s/James S. Wertheim

James S. Wertheim (0029464)

Barbara Friedman Yaksic (0014338)

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*Attorney for Defendant
SunTrust Mortgage, Inc.*

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing *Answer of Defendant SunTrust Mortgage, Inc. to Plaintiff's Amended Complaint* was filed electronically on February 9, 2012. Notice of this filing will be sent by operation of the Court's electronic filing system to all parties indicated on the electronic filing receipt. Parties may access this filing through the Court's ECF system.

/s/James S. Wertheim

James S. Wertheim

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